

ROYDEN HINDLE

ARBITRATOR

IN THE MATTER OF AN
ARBITRATION UNDER THE
ARBITRATION ACT 1996 AND ITS
AMENDMENTS

BETWEEN

AND

AND

**ROYDEN DOUGLAS CLIFFORD
HINDLE**

Arbitrator

**ARBITRATION AGREEMENT
DATED:**

BANKSIDE CHAMBERS

Level 22, 88 Shortland Street, Auckland 1010, New Zealand | PO Box 1571, Shortland Street, Auckland 1140
m: +64 21 413 531 | royden@roydenhindle.co.nz | roydenhindle.co.nz | bankside.co.nz

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- [1] The parties appoint Royden Douglas Clifford Hindle of Auckland as the arbitrator to determine the matters at issue between them as they are identified in the schedule to this agreement ('the matters at issue').
- [2] The arbitrator accepts appointment on the terms and conditions set out in this agreement. In doing so he confirms that he does not know of any circumstances that are likely to give rise to any reservations about his independence and/or impartiality in dealing with the matters at issue.
- [3] The parties confirm that, at the time of entering into this agreement, they do not know of any reason to challenge the arbitrator and that they and each of them have no reservations about the arbitrator's independence and/or impartiality in respect of the matters at issue between them.
- [4] The arbitration will be conducted under the relevant provisions of the Arbitration Act 1996 and its amendments.
- [5] The parties agree:
 - [a] The arbitrator will be paid at a rate of \$750.00 an hour (plus GST) for his time, and will in addition be reimbursed by them for all expenses reasonably incurred by him in dealing with the matters at issue;
 - [b] They will be jointly and severally liable to pay the arbitrator's fees and expenses;
 - [c] The arbitrator may require that funds be secured in advance in order to cover his anticipated fees and expenses in the matter;
 - [d] The arbitrator will be entitled to render interim accounts during the course of the arbitral proceedings, in which case the parties will pay the accounts in equal shares but on the basis that the arbitrator's discretion to award costs as between them at the end of the arbitration is not affected.

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[6] The arbitrator will not be liable to any party for any act or omission taken or omitted by him in relation to the matters at issue and/or the conduct of the arbitral proceedings (including but not limited to the performance or purported performance of his functions under the Arbitration Act 1996) unless the act or omission is in bad faith.

Dated this day of 20 .

Signed for or by)

[Party]) _____

Print name here:

Signed for or by)

[Party]) _____

Print name here:

Signed by Royden)

Douglas Clifford)

Hindle as arbitrator) _____

Royden Douglas Clifford Hindle

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SCHEDULE: MATTERS AT ISSUE

Please provide a brief description of the matters that are to be the subject of the arbitration:

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